

3040 Logan Ave. South, Minneapolis, MN 55419

March 16, 2008

Hon. Ronald B. Leighton
C/O Clerk of Court
3100 United States Courthouse
1717 Pacific Avenue
Tacoma, WA 98402

Furnace Objections
PO Box 56636
Jacksonville, FL 32241-6636

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CLERK U.S. DISTRICT COURT WESTERN DISTRICT OF WASHINGTON AT TACOMA	
BY	DEPUTY



05-CV-05437-CLM

Dear Judge Leighton, and others concerned:

I request that you reject the proposed settlement in the Carrier heat-exchanger litigation (Grays Harbor Adventist Christian School v. Carrier Corporation, No. CV05-5437 and similar cases).

The proposal does too little for consumers, who deserve full reimbursement for the costs associated with these defective products.

It's unfortunate that in this country consumers must rely on class-action litigation to get protection from large corporations like Carrier. Regulatory agencies like the Consumer Product Safety Commission barely keep up with flood of unsafe products; no regulator does anything about merely defective products like my 1992 Carrier 58SXC060 furnace. Instead, judges like you are thrust into the role of consumer protectors.

So please reject this deal as not in the public interest, and prod the parties to fashion a better one. If they won't, go to trial, and if the verdict goes against Carrier, impose a fairer remedy.

The remedy should fully compensate consumers for any costs, for the life of the owner, for all defects associated with the heat exchanger. This should include all labor, and any other repairs related to the defect. The remedy should cover parts that have been damaged by the heat exchanger or by its replacement (stuff inside a furnace can break when you must take everything apart to replace an exchanger.) Further, the warranty for the replacement heat exchanger should be for the life of the original consumer, as originally promised.

Thank you for considering this consumer's view.

Sincerely,


David Shaffer

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